



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, August 5, 2021, starting at 7:00 P.M. in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT**. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com. For those wishing to direct comments to the City Council can do so in-person, or email comments to publiccomment@kaysvillecity.com. Emailed comments will NOT be read out-loud at the meeting. Members wishing to speak during an Action Items or during Call to the Public must sign-up in person before the meeting to speak.

CITY COUNCIL Q&A – 6:30 P.M.

The City Council will be available to answer questions or discuss any matters the public may have.

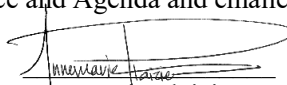
CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member John Adams.
2. PRESENTATIONS AND AWARDS
 - a. Recreation, Arts, Parks, and Museum (RAMP) Update – Gil Miller, Parks Committee.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of Minutes of July 15, 2021.
 - b. Approval of purchase for radio equipment for the Fire Department.
 - c. A Resolution authorizing the City Manager to execute the Interlocal Cooperation Transportation Project Reimbursement Agreement.
5. ACTION ITEMS
 - a. Addition of Title 6, Chapter 8, Sections 1-3 to the Kaysville City Code, enacting a Criminal Battery Ordinance.
 - b. A Resolution submitting an opinion question for the November 2, 2021 Election Ballot to citizens regarding the implementation of a Recreation, Arts, Parks, and Museum (RAMP) tax.
6. WORK ITEMS
 - a. Discussion on a water conservation ordinance.
 - b. Discussion on a Mixed Use (MU) zoning ordinance.
7. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
8. COUNCIL MEMBER REPORTS
9. CITY MANAGER REPORT
10. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services, or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on July 31, 2021.


Annemarie Plaizier
City Recorder

KAYSVILLE CITY COUNCIL
July 15, 2021

Minutes of a regular Kaysville City Council meeting held on July 15, 2021 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

Council Members present: Mayor Katie Witt, Council Member John Swan Adams, Council Member Michelle Barber, Council Member Mike Blackham, Council Member Andre Lortz, and Council Member Tamara Tran

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Information Technology Assistant Jordan Hansen, Lieutenant Paul Thompson, Officer Josh Danielson, Officer Lexi Benson, Officer Ricardo Lozano, Officer Travis Collings, Doug Sanderson, Kristen Floyd, Mike Packer, Frank Stevens, Dawn Stevens, Brandon Wood, Christian Nielsen, Kyle Samuelson, Rebecca Barrus, Toby Barrus, Tom Wood, Abbigayle Hunt, Perry Oaks, David Moore, Jeanette Valenula, Shae Hozano, Anne Howell, Rebecca Lawson, Krista Whitney, Kael Whitney, Aiden Whitney, Elias Whitney, Josh Whitney, Mclane Whitney, Katie Collings, Travis Collings, John Warnick, Amy Roskelly, Taylor Spendlove

OPENING

Council Member Barber opened the meeting with a comment and led the audience in the pledge of allegiance.

PRESENTATIONS AND AWARDS

SWEARING-IN OF NEW KAYSVILLE CITY POLICE OFFICERS RICARDO LOZANO AND TRAVIS COLLINGS

Lieutenant Paul Thompson introduced Ricardo Lozano and Travis Collings as their new police officers. They both have previous experience in public safety and we are excited to have them in their department.

City Recorder Annemarie Plaizier administered the Oath of Officer to Officer Ricardo Lozano and Officer Travis Collings.

PATRIOTIC EMPLOYER AWARD PRESENTATION

Officer Josh Danielson said that he also serves in the National Guard as a citizen soldier. As an employee of the National Guard, he can nominate a supervisor or boss for the Patriot Award. The Patriot Award reflects the efforts made to support soldiers through a wide-range of measures including flexible schedules, time off prior to and after deployment, caring for families, and granting leaves of absence if needed. Officer Danielson said that he had nominated Mayor Katie Witt and presented the Patriot Award.

Mayor Witt thanked Officer Danielson and commented that it is a group effort by the City Council and Staff to support our military employees.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member Blackham made a motion to accept the following consent items:

- a. Approval of Minutes of June 17, 2021.
- b. Approval of Minutes of July 1, 2021.
- c. An Ordinance updating the Kaysville Municipal Code to remove masculine-gendered pronouns describing city officials.

The motion was seconded by Council Member Lortz.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Tran, yea
Council Member Lortz, yea

The motion passed unanimously.

ACTION ITEMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO TRADE PROPERTY INTEREST AT THE DAVIS COUNTY ANIMAL SHELTER FOR A PORTION OF THE COUNTY'S REAL PROPERTY TO COMPLETE THE ANGEL STREET PORTION OF THE CONNECTOR ROAD

Shayne Scott explained that the City has been negotiating with Davis County on a potential property exchange that would benefit both parties. Davis County owns a parcel of land that the City needs for the Angel Street portion of the connector road project. The City has a 1/3 interest in the property upon which sits the Davis County Animal Control building. Davis County did a value assessment of both parcels and found that the parcel Kaysville needs has slightly more value than the interest Kaysville would give up in the Animal Shelter project. The County, therefore, is proposing to only exchange that portion of their property that the City needs for the connector road right-of-way. The proposal is to swap these parcels straight across and not exchange any funds. City Staff has reviewed this proposal and believe the parcels in question are worth the same amount of money, and the exchange would benefit both organizations. The Davis County Commission recently met and approved this property exchange.

Council Member Lortz made a motion to approve a Resolution authorizing the City Manager to trade property interest at the Davis County Animal Shelter for a portion of the County's real

property to complete the Angel Street portion of the connector road, seconded by Council Member Tran.

The vote on the motion was as follows:

Council Member Blackham, yea
Council Member Adams, yea
Council Member Tran, yea
Council Member Lortz, yea
Council Member Barber, yea

The motion passed unanimously.

REQUEST TO REZONE 1.1 ACRES OF PROPERTY AT APPROXIMATELY 600 NORTH AND MAIN STREET FROM GC (GENERAL COMMERCIAL) TO THE R-M (RESIDENTIAL MULTI-FAMILY) TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE – DESTINATION HOMES

PRELIMINARY PLAT FOR THE MUTTON HOLLOW TOWNHOMES SUBDIVISION AT APPROXIMATELY 600 NORTH AND MAIN STREET – DESTINATION HOMES

Lyle Gibson explained that Destination Homes is seeking a rezone of the property at approximately 600 North and Main Street to accommodate future residential development. The existing zoning district permits office and retail sales and services, but does not allow for residential uses except for single family units needed to support a business function. The property is abutting commercial property along Main Street to the north and south and residential development to the east. There are some R-M zoned properties in the vicinity across the street and near the corner of Mutton Hollow and Main Street. The R-M zoning district is regulated through Title 17-16, which allows for multiple-dwelling structures by permitted use, and may have a density of 15.5 units per acre. The Planning Commission held a Public Hearing and met regarding this item over multiple meetings to understand the concerns of nearby impacted property owners as well as how the requests fits with the city's current General Plan and ongoing update. The applicant has also submitted a preliminary plat for consideration with the rezone request to better show the final details of what they hope to build should the rezone be granted. This property has existed in the commercial zoning district for several years but has remained vacant. Destination Homes feels that this residential use would be a better use for the property. The proposed subdivision plat includes sixteen single-family attached lots on a one-way private drive. Six of the units would run along Main Street, with the remaining ten sit behind surrounded by the private driveway. Each unit would sit on its own parcel so that the units could be sold individually. The private drive is twenty-four feet wide and sits seventy-four feet from the intersection of Mutton Hollow and Main Street. The private drive was originally proposed at twenty feet but the Planning Commission requested that it be wider. Based on the lot sizes, a minimum of 12,968 square feet of open space is required. The applicant has provided 14,460 square feet of open space, which includes a pavilion as an amenity for the project. There are nine guest parking stalls in addition to the two-car garage provided with each unit, where a minimum of two parking spaces per unit is required. This proposal meets the requirements of the zone and the recently updated PRUD ordinance. The city and Planning Commission have received many comments from the public regarding this project. Some feel that there is good potential for a commercial use for this property and feel it best for the

city to wait on a rezone because this property is an asset to the city. The Planning Commission was split 3 to 3 in their voting to recommend approval or denial of this proposal to the council. Those commissioners who voted for the rezone believed that the project brought needed housing to Kaysville on a corner that didn't seem to have much commercial viability. Those opposed to the rezone indicated their desire to stop placing all the high-density housing in Kaysville within this area, in addition to concerns for giving up commercial property and creating incompatible uses with the shelter to the east.

John Warnick, representing Destination Homes, said that he is also a resident of Kaysville and understands there are strong emotions on both sides of this proposal, but believes that in the end we all want what is best for the city. Destination Homes has been a leader in building homes with good architecture and quality. The city needs to consider not only what will bring the highest and best use for this property, but also what will bring the best revenue. This property is located along a major street and near a transit stop. The pandemic has changed the way we do business and there are higher vacancy rates for commercial buildings. This project will complement existing neighborhoods in the area and will have a higher economic impact than that of a commercial use. The property tax from this would generate more annual revenue than a commercial business and will have little to no impact to existing infrastructure. There is no added benefit by this property remaining zoned for commercial. Mr. Warnick said that they had a traffic study done and found that the anticipated townhomes would generate 82 trips on an average weekday, whereas commercial space would generate 578 trips. Some are worried that these units will become rentals. Subdivision covenants will be put in place to limit the number of units that can be rented. Owning a home is the American dream and that has been taken away as there is more of a demand for housing than there are homes available. The number of multifamily homes we are seeing has increased and many cities are not reflecting this shift yet. This project will have a positive economic infrastructure and will be less of a burden than a commercial use. It will enhance the area and will be a good neighbor to the shelter next door. This will give an opportunity to help to provide housing for our children to be able to raise their family in Kaysville. This is one way that we can continue to be Utah's hometown. The housing shortage is the worst we have seen in our lifetime and we need to prioritize providing more opportunities for housing. We can be facing a greater scarcity if we don't address this.

Mayor Witt asked if there were comments from the public regarding this item.

Christian Nielsen said that it gets harder every year to afford to live here. As a small business owner based in Kaysville, they have had their business here for over 10 years. He has lived and grown up in Kaysville. Mr. Nielsen said that he is against this rezone because he sees this property as a great location for a business. By rezoning this property, the city is sending the message to small and upcoming businesses. Mr. Nielson said that he has heard the argument made that there is no interest in this property as a commercial lot but that is untrue. Her had tried to make an offer on this property, beyond the asking price for it, and has been working with an agent for months to try to purchase it. The owner doesn't want to sell to him for some unknown reason. The city shouldn't be blindsided by this proposal. Large franchises don't want this property, but it would be perfect for a small local business. Another resident commented during the Planning Commission public hearing that there are not many commercial properties left in Kaysville. Commercial is doable here and would likely happen if we are patient.

Taylor Spendlove said that he came to express his support of the project. After he got married, they were able to purchase a townhome where the old motel was and have since been able to move into a home in Hill Farms. They have seen this property remain vacant for years and feels that this proposal is what would be the best use for the property. It will be esthetically pleasing. Mr. Spendlove commented he doesn't feel that it would be as economically feasible to build an office building here. This project is what the property and the community needs.

Kristen Floyd said that she is the Executive Director of the Safe Harbor shelter located next to this property. The property has remained empty for several years and they have had to work with the police to try to keep homeless off the property. Destination Homes has had several conversations with Safe Harbor they have been amenable to their concerns about having residential homes next to the shelter. Destination Homes has been cooperative with them and willing to make changes, and have already changed the layout of the homes so that those units closest to the shelter will not have a front door or windows facing the shelter. Destination Homes has also said that they will also be willing to install a larger fence along that side of the property, as well as plant mature trees to help obscure the view. Safe Harbor does have perpetrators on the property from time to time and public safety officers are often at the shelter. This shelter is part of this community and residents here will need to know that they will be living next to a crisis center. The shelter plans to expand their buildings in the future and there will be additional traffic coming through here.

Brandon Wood said that he is here to speak tonight as a friend and Kaysville resident. He lives on Saddlehorn Circle and spends many days advocating for small businesses. While there could be a small office building or other small commercial business here, building a residential development will improve the cityscape and will provide an opportunity for our kids to live in Kaysville. This is also a good opportunity to help with the housing shortage. This residential project would be the best use for the property and will add to the city.

Kyle Samuelson said that he is a local resident living off Mutton Hollow Road and while he doesn't oppose the project, he does oppose the location for it. He is a civil engineer and understands the impacts both uses, residential and commercial, would have to this area. The city's multi-family housing needs to be diversified throughout the city rather than in just this area. The council needs to consider putting this development elsewhere in the city.

Toby Barrus commented that he is a resident of the city and is currently a member of the Planning Commission but he was not speaking today as a representative of the Commission. He is speaking as a member of his community. He has lived in Kaysville for twelve years now and lives across from Crimson Court. When those 28 new homes came in for the Crimson Court Subdivision the neighbors had gathered over 100 signatures in opposition of the high-density subdivision, but the voices of the neighbors were ignored and the council still approved the subdivision. This area has the highest density in the city and those who live here continue to see more proposals to build more homes here. Recently a development on this street renegotiated their development agreement with the city in order to add more homes to their fully developed subdivision. This subject property is a viable commercial property and there are already people interested in purchasing the property for a commercial use. As our city has grown, we need the commercial services for our residents. This project is just adding more density to the densest part of the city. It is debatable if this project would be considered affordable housing. This would be a great project if it were in a different location in the city. The neighbors are asking for some relief from the council from adding more high-density housing

Tom Wood said that the neighbors here have been vocal about each of these developments in this area and they feel they haven't been heard. Mr. Wood said that he has tried to make logical and emotional appeals to the city. Others have suggested leaving this location for a multiuse development where commercial uses could be located on the ground level, and residential units built above that. Mr. Wood said that he has helped to develop and manage several multiuse projects and they've been extremely successful. If this property is rezoned now we will have lost our opportunity for a multiuse or commercial development. We need to wait and see what other opportunities there are before a decision is made. We won't miss out on anything by waiting. These proposed residential units are not considered affordable housing and it's disingenuous to say that they would be. Any housing considered affordable right now has a waiting list of several years.

There were no further comments or questions from the public.

Amy Roskelly, also with Destination Homes, said that they have attended several meetings with the city and residents of this area. They feel that waiting for something else to potentially come further down the road will likely cost more money in the future. This project doesn't solve the housing gap or current housing costs. But they may have some other options to consider should this rezoning not go through. They would love to have other properties in the city where they could build this development and they have looked for them, but most other areas would require a spot zone. This location is a conforming use to what already exists in the area. The demand for commercial space has decreased since the pandemic, and commercial buildings are being redeveloped. A small business could find a vacant commercial building to redevelopment.

Council Member Barber asked if there were plans for the property across the street to the west of this.

Lyle Gibson responded that it owned by the Anderson family and is zoned for commercial use. However, the city is not aware of any immediate or foreseeable plans for development of the property. The General Plan has two concept plans for the property that show it as a commercial corridor, but a mixed-use concept could also be considered.

Council Member Adams asked about the price of these proposed units.

John Warnick responded that their current asking price would likely be around \$400k. When they first looked into this concept they were closer to a \$300k asking price, but construction costs have increased substantially. If costs were to go down than the price would go down as well.

Council Member Adams commented that it is becoming more commonplace to see rental property owners increasing their rental costs or pushing their tenants out of their homes to try to get as much money as they can from their properties. It is hard to find anything that would be considered as affordable housing in our area. Council Member Adams asked about public outreach that had been done by Destination Homes.

John Warnick responded that they have reached out to multiple people in this neighborhood. There have been one-on-one discussions and several neighborhood meetings. They have worked to try to find a middle ground where everyone might be satisfied, but feel that both sides are too far apart

from each other. They have worked with Safe Harbor and tried to do what they can to mitigate any impact there might be, including changing the layout and configuration of the units. They've put more emphasis on having the units looking out onto Main Street, and have moved the units as far away from the Safe Harbor as they can. They have designed those units so their parking would be in the rear. They've also planned a one-way street around the property so that cars will not be able to exit so close to the Main Street and Mutton Hollow intersection. There is a bus stop on the property and they have been working with UTA to discuss how they can make the stop match the feel of the development.

Council Member Barber asked about the common open space.

John Warnick said that they are installing as much open space as they can on this property around the units. There will be benches and trees installed, and they are looking at water-wise landscaping options. There will also be a pavilion and a fire pit installed as well.

Council Member Tran asked about the homeowners association.

John Warnick responded that the homeowners association would manage the common areas.

Council Member Adams asked about limiting the number of units that are allowed to be rented.

John Warnick responded that in the covenants they are including limitations on short-term rentals and the number of units allowed to be rented.

Lyle Gibson responded that the city does not regulate who can purchase a property or if it is rented.

Council Member Barber added that if a restriction were included in the covenants then it would be enforced by the HOA. Council Member Barber asked about parking requirements.

Lyle Gibson said that single-family units are required to have two parking spaces. This development is providing about two and a half parking spaces per unit.

Council Member Blackham made a motion to deny the request to rezone 1.1 acres at approximately 600 North and Main Street from GC (General Commercial) to the R-M (Residential Multi-Family) to include the PRUD (Planned Residential Unit Development) overlay zone for Destination Homes, seconded by Council Member Tran.

Council Member Tran said that she feels that this would be a good development and would love to see it built in Kaysville because it would help to create attainable housing for some residents. When this proposal was first reviewed by the council about eighteen months ago, the city was in the process of updating our General Plan and she felt that this project should wait until the General Plan was finished. The Plan is still under review and she would like to see it finalized before approving this proposal so we have something to follow. The city has provided multiple opportunities for public input on our General Plan updates, including open houses and surveys. The city has done so much to try to engage the community in the General Plan update. Based on our current Plan, what is being proposed is what Kaysville would like to see because it's a higher density development located along a major street. Council Member Tran said that she would like to see more mixed-use development areas planned within the General Plan. This property could

easily be considered for a mixed-use type of development or a small commercial use. We need more diverse housing, but we have heard from our residents that they want our higher density areas to look and be a certain way. We have been reviewing our General Plan for several years now and we are not sure what the future plans for the surrounding commercial lots here are going to be. This area will be impacted by what is built here. We need to have conversations about putting in a traffic light at this intersection of Mutton Hollow. We should wait on this proposed rezone for now and keep it commercial to see if it can be developed as a commercial use. If it ends up not being developed then she would like to see some residential units built here at that time. We need to be thoughtful as we move forward to plan for future high-density residential developments.

Council Member Blackham commented that he is a big advocate of keeping commercial properties along Main Street. As these properties are rezoned or built on, we lose more opportunities for our local businesses. We have some great businesses in our Kaysville Business Park and the majority of those businesses are people who have done well in our community and have been able to purchase their own property for their business while continuing to live in the area. These businesses have been a real asset to our community. There are no better commercial properties than those along Main Street. The residents who live here don't feel like their voices are being heard. They are frustrated and in opposition of the city because of it. We need to listen to the neighbors who live here and have been impacted by all of the high-density housing that has come in.

Council Member Adams said that there is good reason that the Planning Commission had a split vote on this proposal because it is not an easy decision. We are being presented by a good product, and if it were located in a residential zone it might make this an easier decision. Destination Homes has adjusted these plans since they were presented to the council over a year ago. Affordable housing is a huge problem in the state and the country. Approving this development won't change the housing crisis. There are more people not being able to find a place to live. Council Member Adams said that he had hoped that both parties involved here, the developer and the neighborhood, could have found a way to come up with a solution to be able to support this development together.

Council Member Lortz said that he had spoken with several people in the neighborhood about this, as well as Destination Homes. This is not an easy or direct decision. He feels that both a commercial development and a higher density housing development will have an equivalent impact to the neighborhood. If this were to become a commercial facility, we could potentially create six times more traffic than what is already here. We cannot tell a property owner who to sell their property to. The negative comments we have heard are not coming from the neighboring property owners. A negative impact hasn't been quantified yet. This proposed development won't degrade the neighborhood. This is a good project and will bring high-quality units to the city. There doesn't seem to be an objective reason to deny this request. We will lose a commercial property but commercial will come elsewhere where it makes economical and feasible sense. We are going to see redevelopment in the city and 200 North Street will likely become commercial or multi-family uses. It will become a connector road to three major freeways. This property is not going to bring interest from a franchise business. We have seen major changes in housing issues over the last year and there are not enough homes for people to buy. The only way to solve the problem is to provide more supply. The demand is not going to disappear without supply and we need to be looking for more ways we can contribute to that supply. There is a high demand for these homes within this price range, and that was the case even before the pandemic. It will be more of a benefit to the city to approve this development than to deny it.

Council Member Barber said that when she was campaigning for her council member position she felt that she knew what she was talking about when it came to housing in Kaysville and was fearful of what diverse residential developments would do for our city. Since then she has realized how different our needs are for housing and the city is decades behind where we should be in the housing mentality. It is unfortunate that almost all of the city's multifamily or high-density housing is located in this area of the city because it should be spread throughout the city. High-density housing doesn't bring property values down or make the area less desirable, but rather they add a benefit to the city. We need the individuals who will buy these in our city because they add to our city. If we want affordable housing, we would need to consider standardized housing and should be looking for properties where they can be built. We need to be considering more diversity in our housing and be open to having more developments like this in our city. Rather than looking at what will bring in more money for the city, we need to be looking at what will best suit our needs of the city. We have open commercial spaces that could be redeveloped. We need to continue to provide the needed commercial services for our residents, while considering more attainable options for housing in the city. Council Member Barber said that she liked the changes to the driveway entrances, but would like to see more open space within the project.

Mayor Witt commented that finding more attainable or affordable housing will just get worse. There are going to be thousands of more jobs created at Hill Air Force Base and thereby more people looking for homes. Mayor Witt said she would love to see Kaysville do their part to create more places for people to live, and agreed that it's not fair to be putting all of our high-density housing in this one area of the city. We need to break out of the idea that single-family housing is our only option in Kaysville. This development is a good start and will be a good product.

Council Member Adams asked to take a recess.

Nic Mills commented that council members couldn't discuss this item while on recess.

Council Member Adams made a motion to take a five-minute recess at 8:50 p.m., seconded by Council Member Barber and passed unanimously.

The City Council reconvened at 8:55 p.m.

Council Member Adams commented that he appreciated Kristen Floyd from Safe Harbor coming tonight to give her insights and provide comments about the work that Destination Homes has done to try to help mitigate any impacts. There are many looking for places to live. This development would add to this area.

Council Member Barber commented that she would like to see the city consider mixed-use developments. What is being proposed here will be a good asset to the city and will be a minimal impact. Council Member Barber expressed appreciation to Destination Homes for their effort and commitment in working with the community.

The vote on Council Member Blackham's motion was as follows:

Council Member Adams, nay
Council Member Tran, yea

Council Member Lortz, nay
Council Member Barber, nay
Council Member Blackham, yea

The motion failed with a vote of three to two.

Council Member Lortz made a motion to approve a request to rezone 1.1 acres of property at approximately 600 North and Main Street from GC (General Commercial) to the R-M (Residential Multi-Family) zoning district to include the PRUD (Planned Residential Unit Development) overlay zone for Destination homes, seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Tran, nay
Council Member Lortz, yea
Council Member Barber, yea
Council Member Blackham, nay
Council Member Adams, yea

The motion passed with a vote of three to two.

Council Member Barber made a motion to approve the Preliminary Plat for the Mutton Hollow Townhomes Subdivision at approximately 600 North and Main Street for Destination Homes, seconded by Council Member Lortz.

Council Member Barber asked about the development agreement.

Amy Roskelly responded that they are working on a development agreement, which will include all of the details as discussed tonight.

Council Member Tran asked about including something that would help to prevent investment groups from purchasing these units up as rentals.

John Warnick responded that they would be willing to put something in to limit or discourage rentals.

Council Member Tran made a substitute motion to approve the Preliminary Plat for the Mutton Hollow Townhomes Subdivision at approximately 600 North and Main Street for Destination Homes, with the stipulation that an anti-speculation agreement be included with this development and that there be subdivision covenants restricting rental units as discussed. The motion was seconded by Council Member Lortz.

The vote on Council Member Tran's motion was as follows:

Council Member Lortz, yea
Council Member Barber, yea
Council Member Blackham, nay
Council Member Adams, yea

Council Member Tran, yea

The motion passed with a vote of four to one.

WORK ITEMS

DISCUSSION ON A CRIMINAL BATTERY ORDINANCE FOR KAYSVILLE CITY

Nic Mills explained that the proposed ordinance adds the crime of battery to the Criminal Code. Battery would be a valuable tool in our city to resolve low-level assaults and charge offensive, but not injurious, physical contact that is not covered by current law. The Utah assault statute Kaysville has adopted defines assault narrowly as intending or causing actual bodily injury. This Battery Ordinance will prohibit and allow the City to prosecute physical contact that rises to the level of offensive, insulting, or provoking, regardless of whether actual bodily injury is caused or intended. City Staff does not anticipate any costs to the City based on the passage of this ordinance; however, this ordinance may reduce the difficulty and cost of prosecuting certain crimes.

Council Member Adams made a motion to move the criminal battery ordinance for Kaysville City to an action item, seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Tran, yea
Council Member Lortz, yea

The motion passed unanimously.

DISCUSSION ON A MIXED USE (MU) ZONING ORDINANCE

Lyle Gibson explained that this ordinance has been worked on by the Planning Commission as a means to be able to consider development in Kaysville that is not currently allowed. The ordinance has been reviewed by the Planning Commission over multiple meetings, and a public hearing has been held where input from both the public and the Planning Commission has been taken into consideration. The Mixed Use Overlay Zoning District would allow for both commercial and residential development in the same project, on the same property. Both vertical mixed use and horizontal mixed-use proposals would be allowed. Because this would function as an overlay zone, it keeps the characteristics of the underlying zone intact, such as setbacks, and focuses on the primary use of the underlying zone. There is emphasis on what buildings would look like and less focus on what they would be used for. The creation of this zoning district will not apply to any property but would be made applicable through future rezone processes allowing for discretion of the council to determine when it should be applied or not. The ordinances as written is intended to require much specific project detail in order for it to be considered. The Planning Commission has recommended approval of the proposed ordinance with changes that have been addressed to

deal with the timing of commercial development, compatibility with surrounding property, and additional attention to traffic impacts.

Council Member Blackham commented that he would like to see at least 50% of the square footage for a proposal be the underlying zone, have 30% as the mixed use, and then let the developer decide what they want to do with the remaining square footage.

Council Member Lortz asked about how the parking areas would be considered. Could they be considered for a shared use?

Lyle Gibson responded that residential units are typically required to have two parking stalls per unit. Commercial varies from 1.5 to 3.5 parking stalls per 1,000 square feet depending on the type of use. This proposed ordinance has unique requirements for a mixed-use product. It contemplates the shared uses but also looks at the type of units being proposed. The city may allow shared parking or time of use parking to count towards the required parking. Because this would be an overlay zone, it is intended to mimic the underlying zone. There is not a cap on the density, but there are height and setback restrictions, as well as open space regulations. These items will restrict what developers can build, rather than the city specifically stating the number of units that can be built. Because this is a zoning action, the city can specify regulations for a development on a case-by-case basis. This will also require that developers provide more detail to a proposed project, which ultimately the Council could turn down, and they will have to show that they are meeting at least the minimum requirements. We are trying to set an expectation for developers, while still allowing some flexibility.

Council Member Adams commented that he would like to see some design qualification for these developments.

Lyle Gibson responded that some language has been included in the ordinance addressing building height and scale, but the Planning Commission felt it best to not be too restrictive. The ordinance states that the architecture and operation be compatible with surrounding uses. This might require a developer to have traffic studies done in order to ensure the compatibility of the development. Each of the proposals will need to have a case-by-case agreement as part of their development as well.

Council Member Adams said that he agrees that 200 North will become more lined with businesses in the future and would like to see proposed commercial buildings be located closer to the street, similar to the buildings on old Main Street.

Lyle Gibson responded that we could make changes to specify seeing more pedestrian presence and streetscape similar to Main Street. However, these types of development limits the amount of parking available as well as street access. Staff feels that by having a more lenient ordinance we can make case-by-case determinations, and yet still arrive at the look we are trying to achieve.

Council Member Tran asked about work/live space would be considered commercial.

Lyle Gibson responded that it depends on what it is. The city currently allows for some home based businesses under our Home Occupation ordinance, but they are restricted in signage and must operate by-appointment only. The proposed ordinance would allow a business to have a

storefront on the ground level, and the owner could potentially live in a residence above, as long as the mixed-use overlay zone is approved. This ordinance is not meant to encroach on single-family neighborhoods. Mr. Gibson added that during the General Plan update, the consultants proposed considering a mixed-use in industrial zones.

Council Member Blackham commented that if allowed in the business park those residences would likely look different, but could add some flexibility for our businesses. It would be a good area to allow for creativity.

Council Member Lortz asked if residents above a commercial use could still be owner-occupied. We want to encourage owner-occupied units over rental units.

Council Member Blackham responded that they could be as long as the subdivision plat is approved as a condominium plat.

Council Member Lortz said that he would like to see requirements that if there are residential units on the property that there be some kind of open space areas or amenities, with amenities being preferred.

Mayor Witt asked Staff to incorporate the discussed changes and bring it back to the council for review.

CALL TO THE PUBLIC

Nothing was brought under this item.

COUNCIL MEMBER REPORTS

Council Member Lortz thanked the Parks and Recreation Department and all those who helped with the 4th of July events. We had a lot of positive feedback from our residents.

Mayor Witt commented that the Council would be holding another Q & A Session on Saturday, July 17, 2021 from 10:00-11:00 a.m.

CITY MANAGER REPORT

Shayne Scott said that the ULCT would be holding their Annual Convention on September 29 to October 1, 2021 in Salt Lake. Also, the city will be holding an Open House on Thursday, August 12, 2021 at the Fire Station to discuss and answer questions about the proposed tax increase.

ADJOURNMENT

Council Member Barber made a motion to adjourn the City Council meeting at 9:54 p.m., seconded by Council Member Lortz and passed unanimously.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: August 5, 2021

TYPE OF ITEM: Consent

PRESENTED BY: Kaysville Fire Department, Chief Erickson

SUBJECT/AGENDA TITLE: Equipment Purchase - Radios

EXECUTIVE SUMMARY:

This purchase is for radios for the Kaysville Fire Department. FY 2022 budget line item 10-57-460 (radios) was approved for \$45,000.00. However, the final invoice for the radios totaled \$46,054.11; \$1,054.11 over budget. This request is to approve the \$1,054.11 over the approved budget amount.

Council Options: Approve, Deny, Table for more information

Recommended Options: Approve

Fiscal impact & Fund Source for Recommended Action: FY 22 Fire Department Operations & Maintenance

Attachments: Motorola Solutions PO and Quote

23 East Center Street
Kaysville, UT 84037
Phone: 801-546-1235
Fax: 801-544-5646

Purchase Order No: FIRE-07-01-2021-4

To: MOTOROLA SOLUTIONS

Address: 4625 LAKE PARK BLVD

City SALT LAKE CITY State: UT Zip: 84120

Dept: FIRE Issued By: Paul J. Erickson

Quantity	Description	Unit Price	Extention
12	PORTABLE RADIOS	\$ 3,541.27	\$ 42,495.24
1	MOBILE RADIO	\$ 3,558.87	\$ 3,558.87
			-
	LINE ITEM 10-57-460		-
			-
	STATE CONTRACT 18015		-
			-
	SHIPPING ADDRESS 175 S. MAIN, KAYSVILLE UT 84037		-
			-
			-
			-
			-
Total			\$ 46,054.11


SHAYNE SCOTT
CITY MANAGER



KAYSVILLE, CITY OF

APX6000 x12

06/17/2021



QUOTE-1492283

06/17/2021

KAYSVILLE, CITY OF
44 N MAIN
KAYSVILLE, UT 84037

APX6000 x12

Dear Paul Erickson,

Motorola Solutions is pleased to present KAYSVILLE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KAYSVILLE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Greg Steed at gsteed@daywireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Greg Steed
Government Solutions Specialist

Motorola Solutions Manufacturer's Representative



MOTOROLA SOLUTIONS

QUOTE-1492283
APX6000 x12

KAYSVILLE, CITY OF
44 N MAIN
KAYSVILLE, UT 84037
US

KAYSVILLE, CITY OF
23 E CTR
KAYSVILLE, UT 84037
US

06/17/2021
09/15/2021

Greg Steed
Government Solutions Specialist
gsteed@daywireless.com
801-360-0127

KAYSVILLE, CITY OF
Paul Erickson
perickson@kaysvillecity.com
+1.801.544.2826

18015 - STATE OF UTAH 800 MHZ

APX™ 6000 Series	UT APX6000 MODEL 2.5	12	\$3,444.91	\$41,338.92
BUNDLE PACKAGE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE		
1a	H869BZ	ENH: MULTIKEY		
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH		
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING		
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE		
1e	QA00580AC	ADD: TDMA OPERATION		
1f	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)		
1g	H38BT	ADD: SMARTZONE OPERATION		
1h	QA06898AA	ADD: SEQUENTIAL SERIAL NUMBER		
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



MOTOROLA SOLUTIONS

QUOTE-1492283
APX6000 x12



1j	Q629AK	ENH: AES ENCRYPTION AND ADP				
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T				
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG				
4	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	12	\$132.00	\$96.36	\$1,156.32

\$42,495.24(USD)



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Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



KAYSVILLE, CITY OF

APX6500 O3 Control Head

06/17/2021



QUOTE-1492289

06/17/2021

KAYSVILLE, CITY OF
44 N MAIN
KAYSVILLE, UT 84037

APX6500 O3 Control Head
Dear Paul Erickson,

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Sincerely,

Greg Steed
Government Solutions Specialist

Motorola Solutions Manufacturer's Representative



MOTOROLA SOLUTIONS

QUOTE-1492289
APX6500 O3 Control Head

KAYSVILLE, CITY OF
44 N MAIN
KAYSVILLE, UT 84037
US

KAYSVILLE, CITY OF
23 E CTR
KAYSVILLE, UT 84037
US

06/17/2021
09/15/2021

Greg Steed
Government Solutions Specialist
gsteed@daywireless.com
801-360-0127

KAYSVILLE, CITY OF
Paul Erickson
perickson@kaysvillecity.com
+1.801.544.2826

18015 - STATE OF UTAH 800 MHZ

	APX™ 6500 / Enh Series	UT APX6500 05 RM BUNDLE PACKAGE	1	\$3,558.87 \$3,558.87
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE		
1a	G90AC	ADD: NO MICROPHONE NEEDED APX		
1b	GA00580AA	ADD: TDMA OPERATION		
1c	G72AK	ADD:03 CONTROL HEAD (SIREN/LIGHT)		
1d	G51AU	ENH: SMARTZONE OPERATION APX6500		
1e	G67DR	ADD: REMOTE MOUNT O3 APXM		
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC		
1g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED		
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX		
1i	G843AH	ADD: AES ENCRYPTION AND ADP		



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MOTOROLA SOLUTIONS

QUOTE-1492289
APX6500 O3 Control Head

1j	GA00806AA	ADD:CH SIREN & LIGHTS KEYPAD
1k	G444AH	ADD: APX CONTROL HEAD SOFTWARE
1l	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ
1m	G806BL	ENH: ASTRO DIGITAL CAI OP APX
1n	GA00812AA	ADD: DEK FOR WHELEN SIREN WITH O3CH ONLY
1o	W969BG	ADD: MULTIKEY OPERATION
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX

\$3,558.87(USD)



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PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the **Ultimate Destination** address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

RESOLUTION 21-~~XX-XX~~

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT
AGREEMENT**

WHEREAS, Davis County and Kaysville City (hereinafter “City”) desire to work together to improve regional transportation needs; and

WHEREAS, the City and County have created a plan where they could use their resources more productively; and

WHEREAS, the City Council of Kaysville City deems it to be in the best interest of the City to enter into an interlocal agreement to address transportation issues in the way outlined below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:

1. The City Manager is authorized to execute the interlocal cooperation transportation project reimbursement agreement.
2. The City Manager is authorized to make minor alterations to the agreement or the use of these funds, if necessary, to accomplish the desired goals as outlined above.
3. Any action taken heretofore in furtherance of this resolution is hereby ratified.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **5th day of August, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Kaysville City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area’s Regional Transportation Plan; and

C. WHEREAS, The Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County, the local legislative body, to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about May 22, 2020, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2020 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about June 30, 2020, submitted a *Davis County 3rd Quarter Funding Application* (the “Application”) to the County for the West Davis Frontage Road (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

F. WHEREAS, The COG accordingly approved such request on October 21, 2020 and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on October 27, 2020; and

G. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

H. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project; and

2. The County’s Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$4,200,000, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Kaysville City Attention: City Manager 23 East Center Kaysville, UT 84087	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, save and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or

validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

KAYSVILLE CITY

Mayor

Dated: _____

ATTEST:

Kaysville City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Kaysville City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division

Dated: _____

EXHIBIT A

EXHIBIT B

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: August 5, 2021

TYPE OF ITEM: ACTION

PRESENTED BY: Nic Mills

SUBJECT/AGENDA TITLE: A Criminal Battery Ordinance for Kaysville City

EXECUTIVE SUMMARY: This Ordinance adds the crime of Battery to the Criminal Code. Battery would be a valuable tool in our City to resolve low-level assaults and charge offensive, but not injurious, physical contact that is not covered by current law.

The Utah assault statute Kaysville has adopted defines assault narrowly as intending or causing actual bodily injury. This Battery Ordinance will prohibit and allow the City to prosecute physical contact that rises to the level of offensive, insulting, or provoking, regardless of whether actual bodily injury is caused or intended.

Council Options: 1) Approve the ordinance as written; 2) Approve the Ordinance with any modifications that the Council deems appropriate; 3) Decline to adopt the Ordinance and remand to staff with further direction.

Recommended Options: Staff recommends that the City Council approve the Ordinance adding the crime of Battery to the City's Criminal Code.

Fiscal impact & Fund Source for Recommended Action: City Staff does not anticipate any costs to the City based on the passage of this Ordinance. This Ordinance may reduce the difficulty and cost of prosecuting certain crimes.

ORDINANCE 21-XX-XX

ADDITION OF TITLE 6, CHAPTER 8, SECTIONS 1-3 TO THE KAYSVILLE MUNICIPAL CODE, ENACTING A CRIMINAL BATTERY ORDINANCE

WHEREAS, Kaysville City has the power to pass ordinances for the purpose of safeguarding the public peace and safety of its Citizens; and

WHEREAS, Kaysville City has the authority to prohibit wrongdoing and provide for the punishment and redress of misconduct through the enactment of a Criminal Code; and

WHEREAS, the crime of Battery is offensive to the public peace and safety of the Citizens of Kaysville City; and

WHEREAS, the crime of Battery should be prohibited in the City and penalized by appropriate means; and

WHEREAS, the City Council of Kaysville City finds this amendment to be in the best interests of the Citizens of Kaysville City and the health, safety, and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:

SECTION I: Enactment. Title 6, Chapter 8, Sections 1-3 of the Kaysville Municipal Code are hereby added as follows:

6-8-1 Definitions

The following definitions apply in this Chapter:

1. **Physical Contact** – Actual contact made using a part of a person’s body or an object under a person’s immediate control against another person’s body or immediate personal effects. Types of contact include, but are not limited to: spitting, kissing, pinching, poking, shoving, intimidating touching, or pushing with a vehicle.
2. **Offensive** - Repugnant to the prevailing sense of what is decent or moral.
3. **Insulting** - Abusive or highly demeaning.
4. **Provoking** - Reasonably calculated to incite retaliatory action.

6-8-2 Battery

A person commits battery if he or she, intentionally or knowingly, and without sufficient legal justification or privilege makes physical contact of an offensive, insulting, or provoking nature with another. Battery is prohibited in Kaysville.

6-8-3 Penalty

Any person committing battery in violation of KCC 6-8-2 is guilty of a Class C misdemeanor.

SECTION II: Required Statements. The penalties for violation of this Ordinance are set forth in Title 76, Chapter 3 of the Utah Code. Because the penalties for violation of this Ordinance includes the possibility of imprisonment, the City is required under Utah Code Section 78B-22-301 to provide for indigent defense services, as the term is defined in Section 78B-22-102.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION IV: Effective Date. This Ordinance shall become effective immediately.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **5th day of August, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



MEETING DATE: August 5, 2021

TYPE OF ITEM: Action

PRESENTED BY: Nic Mills

SUBJECT/AGENDA TITLE: RAMP Ballot Question Resolution

EXECUTIVE SUMMARY:

This resolution authorizes the City to put the RAMP tax on the November ballot for the citizenry to decide if Kaysville will enact a ramp tax. It contains the language that will appear on the ballot and provides direction to City staff to effectuate such.

City Council Options: : 1) Approve the resolution as written authorizing the RAMP Tax to be placed on the ballot; 2) Approve the resolution with any modifications that the Council deems appropriate; 3) Decline to approve the resolution and remand to staff with further direction

Recommended Option: Staff recommends that the City Council approve the Ordinance amending provisions of 8-1-2 of the City Code

Fiscal Impact: This resolution will not have any fiscal impact, but passage of a RAMP tax would provide increased revenue for the Parks and Recreation Department

RESOLUTION 21-~~XX-XX~~

A RESOLUTION SUBMITTING AN OPINION QUESTION FOR THE NOVEMBER 2, 2021, GENERAL ELECTION BALLOT TO THE CITIZENS OF KAYSVILLE CITY TO AUTHORIZE A LOCAL SALES TAX OF ONE-TENTH OF ONE PERCENT (0.1%) ON CERTAIN QUALIFYING TRANSACTIONS TO FUND RECREATION, ARTS, MUSEUM, AND PARKS IMPROVEMENTS, FACILITIES, AND ORGANIZATIONS.

WHEREAS, The City is authorized, in accordance with the Utah Code 59-12-1402, to submit an opinion question to the residents of the City, providing each resident an opportunity to express the resident's opinion on the imposition of a local sales and use tax of one-tenth of one percent (0.1%) on qualifying transactions within the City to fund Recreation, Arts, Museum, and Parks (RAMP) improvements, facilities, and organizations; and,

WHEREAS, The City has determined that it is in the best interest of the residents of the City to submit an opinion question to the voters of the City regarding the imposition of a RAMP Tax to assist the City in developing and improving recreational, arts, museum, and parks facilities, programs, and opportunities for the City and its residents; and,

WHEREAS, The City is required, pursuant to the Utah Code, to approve a resolution submitting the opinion question to impose a RAMP Tax to the voters of the City; and,

WHEREAS, The City Council desires to submit to its residents in the upcoming November 2, 2021, general election the ballot question of whether the City should authorize the imposition of a RAMP Tax, as more particularly provided herein and in accordance with applicable provisions of the Utah Code; and,

WHEREAS, On June 3, 2021, the Kaysville City Council passed Resolution No. 21-06-02, requesting Davis County allow an opinion question to be placed on the next general election ballot and give the opportunity to each Kaysville resident to express an opinion on the imposition of a RAMP tax and Davis County gave their authorization to move forward.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:

1. Pursuant to authority set forth in the Utah Code, the Kaysville City Council hereby directs and authorizes that a RAMP Tax ballot question be submitted to the residents of the City by a ballot proposition to be held in conjunction with the general election on November 2, 2021.
2. The effective date of the proposed tax will be April 1, 2022, and under State Law will run for a period of ten (10) years.
3. The specific ballot title and proposition to be submitted to the voters at the November 2, 2021 election shall be as follows:

**OFFICIAL BALLOT PROPOSITION FOR THE CITY OF
KAYSVILLE, UTAH
RAMP Tax Authorization Election
November 2, 2021**

**Shall the City of Kaysville, Utah, be authorized to
impose one-tenth of one percent (0.1%) sales and use tax
for funding recreational, arts, museum, and parks
improvements, facilities, and organizations for the City
of Kaysville?**

_____ **Yes**

_____ **No**

4. A copy of this approved Resolution shall be provided to the Lieutenant Governor and the election officer charged with conducting the election in accordance with applicable provisions of the Utah Code.

5. The City shall ensure that a notice of the election regarding the RAMP Tax is published as required by the Utah Code.

6. The election shall be conducted in conformity with the laws of the State of Utah. The officials of the City are hereby authorized and directed to do all things necessary to conduct the election in accordance with the law.

7. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **5th day of August, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: August 5, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: Watering ordinance

EXECUTIVE SUMMARY:

In response to the worsening drought situation, Public Works has been coordinating with the Legal department to better encourage water conservation and help protect storage amounts in time of need.

This proposed new ordinance would help define basic restrictions, plus provide an ability to enact stricter measures if needed and define a process on how to address violations of the same.

Council Options: 1) Approve, 2) Table

Recommended Options: Approve the addendum.

Fiscal Impact & Fund Source for Recommended Action: Project funds comprised of County grants, State funds and WFRC funds.

9-4-17 Water Use Time Restrictions

No outside use of culinary or secondary water shall be allowed between the hours of 10:00 AM and 6:00PM unless otherwise directed in writing by the public works director or specific water provider. This restriction shall not include supervised hand watering. This shall not have any effect on any entity covered by agricultural zoning designations.

9-4-18 Service Restoration; Fees; Penalties

1. Payment In Full; Required: Whenever water has been turned off or water service limited in accordance with this chapter or any other ordinance, rule, or regulation of the City, the water shall not be turned on again nor shall service be restored to normal, unless and until:
 - a. All sums due the city with respect to utility services provided by the city to the premises together with any applicable late charges or penalties have all been paid in full; and
 - b. The required deposits are paid in the manner required by ordinance, provided that in cases of hardship, water service may be restored prior to payment in full on conditions approved by the City Manager.
2. Restoring Water Service: There is established a service fee in the sum of fifty dollars (\$50.00) for turning on or restoring normal water service where water has been turned off under the provisions of this title.
3. Meter Removal: In the event a water customer turns the water back on after it has been turned off by the City and the City removes the water meter to enforce this turnoff and later replaces the water meter, a charge of One hundred dollars (\$100.00) in addition to all other fees and charges shall be assessed and be collected for such additional service.
4. Illegal Hookup: It shall be a Class C Misdemeanor for an owner or occupant to make an unauthorized connection by bypassing a meter box from which the water meter has been removed by the division, in addition to all other fees and charges shall be assessed, which charge shall be collected prior to reinstatement of water services.
5. Penalty For Illegal Watering:
 - a. In the event of water usage in violation of the time restrictions imposed under subsection 9-1-10F of this chapter or administrative order adopted by the mayor pursuant to subsection 9-1-8A of this chapter:
 - i. For the first offense, a written warning will be issued to the customer either personally or by first class mail, postage prepaid, to the address listed on the application for service applicable to the location of the violation.
 - ii. For the second offense in the same year, a civil penalty in the amount of fifty dollars (\$50.00) shall be imposed, in addition to all other fees and charges assessed herein, which penalty shall be collected in the same manner as other fees and charges assessed under this chapter.
 - iii. For subsequent offenses, an additional civil penalty shall be imposed in the same manner, but each subsequent civil penalty shall be double the amount of the penalty previously imposed on the same customer; provided that no penalty shall exceed an amount of eight hundred dollars (\$800.00).

- b. No more than one civil penalty may be imposed on any one day.
- c. If such penalties are not paid when due, water will be shut off and not reinstated again as provided herein, until all such penalties are paid in full

9-4-19 Drought Conditions

The Public Works Superintendent shall be given authority to implement additional restrictions on water usage within the City during any local or statewide need for water conservation. All further restrictions will be well defined with a limited duration reflecting the purpose for the restriction.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: August 5, 2021

TYPE OF ITEM: WORK

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Mixed Use Zoning Ordinance

UPDATE:

The City Council at the 7/15/21 meeting asked that this item return to the work item agenda having considered the following suggestions:

- A minimum of 50% of the uses allowed in the underlying zone and 30% of new mixed use be the standard. (staff has received some input on this from the development community – in brief, the 50% commercial requirement may not be a push for more commercial, just less residential.)
- Add language to encourage that each block or street frontage develop in a similar fashion
- Encourage ownership potential
- Emphasize amenities and consider the amount of required open space to support residential uses.

Staff has prepared an updated draft to the ordinance included with this packet.

EXECUTIVE SUMMARY:

The ordinance included with this packet has been worked on by the Planning Commission as a means to be able to consider development in Kaysville that is not currently allowed. The Ordinance has been reviewed by the Planning Commission over multiple meetings and a public hearing has been held where input from both the public and Planning Commission has been taken into consideration.

A brief summary of the MU Overlay Zoning District:

- This Allows for both commercial and residential development in the same project, on the same property.
 - o Vertical Mixed Use or Horizontal Mixed Use
- Because it functions as an overlay zone, it keeps characteristics of underlying zone in tact such as setbacks and focus on primary use of underlying zone.
- There is emphasis on what buildings look like and less focus on what they are used for.
- The creation of this zoning district will not apply it to any property, it would be made applicable through a future rezone process allowing for discretion of the council to determine when it should be applied or not.
- The ordinance as written is intended to require a lot of specific project detail in order to be considered.

Council Options: Move to action item with or without requested changes / table for more information and to review changes / determine to not move the item to a future action agenda.

Recommended Options: The Planning Commission recommended approval of the proposed ordinance with changes that have been addressed to deal with the timing of commercial development, compatibility with surrounding property, and additional attention to traffic impacts.

Fiscal impact & Fund Source for Recommended Action: N/A

Attachments: MU Zoning Ordinance

ORDINANCE NO. 2021-_____

AN ORDINANCE ENACTING CHAPTER 27 – MIXED USE (MU) ZONING DISTRICT OF TITLE 17 PLANNING AND ZONING, OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kaysville City Planning Commission determined that the city would benefit from a new zone to as a tool for considering new types of future development; and

WHEREAS, Kaysville City has traditionally allowed development to be either commercial in nature or residential; and

WHEREAS, recent public outreach has identified interest in allowing future growth to occur in a mixed use development pattern at select locations; and

WHEREAS, the Kaysville City Planning Commission has deliberated in multiple public meetings the idea of creating a mixed use zone and voted to recommend approval of said district; and

WHEREAS, the Kaysville City Council has reviewed the proposed ordinance prepared by the Kaysville City Planning Commission and voted to approve a new zoning district.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH:

SECTION I: Repealer. If any provisions of the City’s Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. CHAPTER 27 – MIXED USE (MU) ZONING DISTRICT OF TITLE 17 PLANNING AND ZONING, of the Revised Ordinances of Kaysville City, 1993, is enacted to read as follows:

Chapter 27 (MU) MIXED-USE ZONE

17-27-1 PURPOSE.

The purpose of the Mixed-Use (MU) zoning district is to facilitate the integration of diverse but compatible uses into a single development, with the goal of creating a community with more diverse development types providing a broader range in residential and commercial choice. Projects are encouraged to offer ownership potential such as a condominium for both commercial and residential uses. This zoning district shall be applied as an overlay zone in the R-M, GC, CC, and LI zoning district where specifically approved. The uses permitted in the underlying district shall be a priority. Where the use of this district is desired in a location that is not zoned R-M, GC, CC, or LI, a rezone of the underlying zone to a qualifying district should accompany the request for the use of this overlay.

The flexibility in use provided by this zone should help promote "live, work, and play" opportunities within the city while creating an appropriate transition from surrounding development. A mixed use project can utilize ‘horizontal mixed use where commercial, office and residential uses are designed as a single project yet constructed in separate and distinct building footprints. A mixed use project may also employ ‘vertical’ design strategies where commercial, clean industrial, office and residential uses are designed as a single project and constructed within the same footprint.

17-27-2 PROJECT EVALUATION / REVIEW PROCESS

All proposals to include a property within the MU zone shall be accompanied by a development agreement and project details which show compatibility with:

1. The Kaysville City General Plan
2. The Kaysville City Zoning Ordinance
3. The purpose of the MU Zone
4. Sound planning practices
5. Surrounding land-uses
6. All other City-approved studies

The Development Agreement shall show compatibility with the items above by providing at a minimum a site plan, a landscape and amenities plan, conceptual building elevations and design schemes, streetscape and building setback diagrams, and a plan justifying the amount of off street parking being provided. The number and type of units and the general categories and uses to be established within a mixed-use project shall be specified and enumerated in the design provided with the Development Agreement.

The City may deny any zone map amendment or development proposal that does not comply with any of these criteria.

17-27-3 ALLOWED USES

The allowed uses within a project are as follows:

1. When applied with the R-M zoning district:
 - A. The uses allowed within the underlying zone and the following shall be considered Permitted Uses.
 1. Offices.
 2. Retail sales and services, not including storage services, sale of beer for consumption on the premises, sale of liquor for consumption on the premises and conditional uses in KCC 17-19-4
 3. Amusement arcades
 - ii. Where the R-M zone limits the number of dwellings to no more than 1 dwelling per 2,800 sq. ft. of property, the MU Zone has no maximum residential density prescribed. Instead building form, height, site envelope, yards, open space standards and parking ratios will determine the number of potential units.
- B. The uses allowed by conditional use permit in the underlying zone and the following shall be considered Conditional Uses:
 - i. Motels or hotels.
 - ii. Sale of beer for consumption on the premises of a full-service restaurant, limited service restaurant, beer-only restaurant, banquet or reception center.
 - iii. Sale of liquor for consumption on the premises of a full-service restaurant, limited service restaurant, banquet or reception center.
- C. 50% or more of the square footage of development should be residential use and ~~40~~30% or more of the square footage of development should be for commercial use.
 - i. Required commercial shall be built before or at the same time as residential development.

2. When applied with the GC and CC zoning districts:

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- A. The uses allowed within the underlying zone and the following shall be considered Permitted Uses.
- Multiple dwellings. No maximum residential density prescribed. Instead building form, height, site envelope, yards, open space standards and parking rations will determine the number of units allowed.
 - Minor home occupations subject to the provisions of KCC 17-26.
 - Major Home Occupation 'C' subject to the provisions of KCC 17-26.
 - Two household pets per dwelling unit.
 - Private swimming pools subject to the provisions of KCC 17-31-9.
 - Accessory uses and accessory buildings customarily appurtenant to a permitted use subject to the provisions of KCC 17-31-2.
- B. The uses allowed by conditional use permit in the underlying zone shall continue to be considered conditional uses, however; the following uses are not allowed on a site where the MU zone has been applied:
- Public utility substations
- C. 3050% or more of the square footage of development should be for commercial use, and 30% or more of the square footage of development should be for residential use-
E.i. Required commercial shall be built before or at the same time as residential development.

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3. When applied with the LI zoning district:

- A. The uses allowed within the underlying zone and the following shall be considered Permitted Uses.
- Multiple dwellings. No maximum residential density prescribed. Instead building form, height, site envelope, yards, open space standards and parking rations will determine the number of units allowed.
 - Minor home occupations subject to the provisions of KCC 17-26.
 - Major Home Occupation 'C' subject to the provisions of KCC 17-26.
 - Two household pets per dwelling unit.
 - Private swimming pools subject to the provisions of KCC 17-31-9.
 - Accessory uses and accessory buildings customarily appurtenant to a permitted use subject to the provisions of KCC 17-31-2.
- B. The uses allowed by conditional use permit in the underlying zone shall continue to be considered conditional uses, however; the following uses are not allowed on a site where the MU zone has been applied:
- Public utility substations
- C. 4050% or more of the square footage of development should be for commercial/(clean) light industrial use, and 30% or more of the square footage of development should be for residential use.
E.i. Required commercial shall be built before or at the same time as residential development.

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17-27-4 PROHIBITED USES

- To be applied to all underlying zoning districts: Unless expressly permitted, all other uses that incompatible with this purpose of this chapter, including short term rentals (occupancy of residential unit for less than 30 days), are not allowed. Detached, single-family dwellings are also not allowed.

17-27-5 HEIGHT REGULATION

- The following shall apply in lieu of the height requirements of the underlying zoning district.

- a. The main floor of any building fronting a major street shall have a minimum ceiling height of twelve feet (12').
- b. No building shall exceed thirty-five feet (35') in height subject to the following exception:
 - i. Elements that meet exceptions found in KCC 17-25-2.
 - ii. Any portion of a building within 75 feet of a collector street shall not exceed forty feet (40') in height.
 - iii. Any portion of a building within 50 feet of a residential district with the MU overlay shall not exceed thirty feet (30') in height.
- c. No accessory building shall exceed fifteen feet (15') in height, except as provided in KCC 17-25-2 and KCC 17-31-2.
- d. No main building shall be less than ten feet (10') in height, and no accessory building less than six feet (6') in height.

17-27-6 AREA, LOT COVERAGE, AND YARD REQUIREMENT

- 1) The lot and yard requirements shall be that of the underlying zoning district.
- 2) Flag lots are not permitted.

17-26-7 DEVELOPMENT STANDARDS

The following shall be the base standard for review of any project. Variations to the standards outlined may be altered by specific approval of the City Council in a development agreement when demonstrated that alternate standards are superior to those listed within this chapter.

- 1) Compatibility And Review:
 - a) All uses and structures shall be sited and designed to be compatible with one another and surrounding development. To determine compatibility, a review, including, but not limited to, the following characteristics of the uses and structures shall be conducted relative to other affected uses and structures: location, orientation, operation, architecture, massing, scale, and visual and sound privacy.
- 2) Building Placement and Orientation Standards.
 - a) It is the intent of this section to ensure that new development is pleasant and inviting to pedestrians by placing building closer to the street and where primary building entrances are visually prominent and easily accessible. Developments shall demonstrate best practices in urban design principles by enhancing the streetscape consistent with the communities vision at the proposed location.
 - b) In cases where it is not practical to orient buildings to streets, the intent of these standards is to use a combination of setbacks, low-level screening and building variation to soften the visual impact of side or rear facing facades and to create street frontages that are inviting and pleasant for residents and passersby.
 - c) Buildings and their primary entrances shall be oriented to streets or common courtyards unless prohibited by unique site conditions.
 - d) No more than 30% of the frontage of any lot shall be occupied by any combination of parking, driveways and lanes. The predominant visible development from the street shall be buildings or landscaping.
 - i) Side yards unoccupied by that exceed fifteen feet (15') in width located adjacent to another side yard that exceeds fifteen feet (15') in width should be avoided unless the areas are to be used as a unified public gathering area or courtyard;
 - ii) The percentage of building frontage required along the lot width may be reduced to accommodate site plan approved pedestrian plazas located between buildings;
- 3) Building Design Criteria:
 - a) Where applicable, such as the GC and CC zoning districts, the following shall apply in addition to the Kaysville City Commercial Building Design requirements of KCC 18-5. The following are also applicable for projects in the R-M zone.

- i) Entrances shall be accessible to the public as a regular building entry from the public sidewalk.
- ii) The street level floor elevation should match the elevation of the sidewalk at the front of the building as closely as possible to facilitate accessibility and primary street orientation.

~~ii) Maximum Building Length:~~

~~iii)~~

~~Detailing at intervals of thirty feet (30') shall be provided to break up expanses of blank walls with no openings. Additionally, walls with no openings shall be set back from the public right of way a minimum of fifteen feet (15') and buffered with landscaping. Landscaping shall include trees spaced at thirty foot (30') intervals and at least one row of additional plants and/or shrubs.~~

- iv) For every 75' in building length along the street frontage or adjoining a Neighborhood Residential Zone, the design shall include at least one significant break in the vertical wall plane with a minimum depth of at least 5 feet a minimum length of at least 20 feet, and running the full height of the building.

~~iii)v)~~

~~iv)v)~~ Fenestration:

- (1) A minimum of fifty percent (50%) fenestration is required on the street level of all street facing facades. Street level is considered to be between two (2) and ten (10') on these street types. Upper stories shall have a minimum of thirty percent (30%) fenestration for each story;
- (2) Windows of tinted or reflective glass may not be located between two feet (2') and eight feet (8') above the sidewalk grade on street facing facades;

~~v)i) Maximum Building Length:~~

~~(1) Detailing at intervals of thirty feet (30') shall be provided to break up expanses of blank walls with no openings. Additionally, walls with no openings shall be set back from the public right of way a minimum of fifteen feet (15') and buffered with landscaping. Landscaping shall include trees spaced at thirty foot (30') intervals and at least one row of additional plants and/or shrubs.~~

~~(2)(1) For every 75' in building length along the street frontage or adjoining a Neighborhood Residential Zone, the design shall include at least one significant break in the vertical wall plane with a minimum depth of at least 5 feet a minimum length of at least 20 feet, and running the full height of the building.~~

4) Open Space Requirements and Amenities

- a) To support the residential component of each project, there shall be provided amenities that are commensurate with the type of development and scale of project being proposed. The developer shall demonstrate how the proposed amenities meet the needs of residents and how they will be maintained.

a)b) There shall be provided a minimum amount of improved open space provided within each development determined based on the underlying zone as follows:

- i) CC – 0% of land area under consideration
- ii) GC and LI – 10% of land area under consideration
- iii) R-M – 20% of land area under consideration

b)c) The use of front yard areas for buildings that have nonresidential uses on the ground floor shall be oriented toward the pedestrian and shall include related amenities such as entrance walks, plazas, benches, bike racks, raised flower boxes or other such features.

5) Parking And Circulation:

- a) Projects shall provide safe and attractive pedestrian and bicycle connections to building entries and public sidewalks;
- b) Off street parking for vehicles shall not occupy any space located between the building and the primary street and the secondary street where applicable for a corner lot. Parking areas located to the side of structures shall be located a minimum of ten feet (10') back from the back of the adjacent sidewalk. The space between the parking and the walk in this instance shall be landscaped to help screen the parking area.
- c) The site shall be configured and landscaping provided so as to minimize the visual impacts of parking areas, parking structures and residential garages on streets, open spaces and adjoining developments;

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- i) Where an off street parking lot is visible from the street in a side yard, it shall be screened by either a two foot (2') tall screen wall or eighteen inch (18") seat wall located between the parking lot and the sidewalk. Where a parking lot is adjacent to a residential use, a three foot (3') screen wall and landscaping, sufficient to screen up to the headlight level of vehicles, shall be located between the residential use and the parking lot.
- d) Amount of Parking Required
 - i) Commercial Parking Requirements:
 - (1) Minimum number of stalls based on use type.
 - ii) Residential Parking Requirements:
 - (1) Studio/One Bedroom Units – 1.5 parking stalls/unit
 - (2) Two Bedroom or larger Units – 2 parking stalls/unit
 - iii) The city may allow for shared parking and time of use parking scenarios to count towards required parking stalls upon review of a parking proposal provided by the developer.
 - iv) On street parking located along the frontage of a lot may be credited toward meeting the parking requirements for that use.
 - v) The number of parking stalls may be reduced by up to 25% based on the following table.
 - (1) Reduction:
 - (a) 10% within ¼ mile of transit stop.
 - (b) 20% within 1/8 mile of transit stop.
 - (c) Additional 5% reduction up to 2 stalls for including bike racks on site for use of residents and the public.
- 6) Connectivity:
 - a) Connectivity throughout the area is critical for the mixed use nature of the area to function as a pedestrian oriented environment. Connectivity will be evaluated for multiple modes of travel, including the pedestrian and bicycle.
- 7) Traffic Study:
 - a) A traffic study shall be provided demonstrating safe ingress and egress to the proposed project and identifying measures or improvements to mitigate impact on traffic.
- ~~7)8)~~ Sidewalks:
 - a) Sidewalks shall be provided on both sides of each motorized street, with the exception of alleys or private streets.
- ~~8)9)~~ Alleys:
 - a) Alleys are allowed in any mixed use district in this chapter to minimize curb cuts off of streets and to provide common access to parking and service areas behind buildings. Alleys should be generally oriented so that they are parallel to the primary street to which they serve. Alleys may be incorporated as drive aisles for rear parking lots or as a fire access. However, alleys shall not be considered a fire access unless specifically approved as such by the City Fire Department and the pavement width meets city standards.
- ~~9)10)~~ Signs:
 - a) Signs within the mixed use district shall comply with other city sign standards and any applicable rules of the underlying zoning district.
 - b) In addition to signs permitted in the R-M zone by KCC 17-33, wall signs not to exceed 25% of the façade of a building are permitted. EMC signs are prohibited.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: Effective Date. This Ordinance shall take effect 20 days after being passed and adopted by the City Council.

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PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this __th day of _____, 2021

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

APPROVED AS TO FORM:

Nic Mills
City Attorney